

LAW OFFICES
CHARLES A. GRUEN
45 Essex Street, Suite 200
Hackensack, New Jersey 07601
(201) 342-1212
Attorneys for Plaintiff

TOKAI FINANCIAL SERVICES, INC.

Plaintiff,

vs.

ASPIRA, INC. OF NEW JERSEY

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - ESSEX COUNTY

Docket No.: L-1664-98

Civil Action

SUMMONS

From the State of New Jersey

To the Defendant(s) named above: ASPIRA, INC. OF NEW JERSEY

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee* payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief Plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: March 18, 1998

/s/ Donald F. Philani
Superior Court Clerk

Name of Defendant to be Served: ASPIRA, INC. OF NEW JERSEY

Address of Defendant to be Served: 390 Broad Street, Newark, New Jersey 07102

*\$105.00 FOR CHANCERY DIVISION CASES OR \$110.00 FOR LAW DIVISION CASES

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 343-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section
Room 119
Justice Center, 10 Main Street
Hackensack, NJ 07601-0769
LAWYER REFERRAL
(201) 483-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060
LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08103-4001
LAWYER REFERRAL
(609) 964-4520
LEGAL SERVICES
(609) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
9 N. Main St.
Box DN-209
Cape May Court House, NJ 08210
LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 463-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette St., P.O. Box 615
Bridgeton, NJ 08302
LAWYER REFERRAL
(609) 692-6207
LEGAL SERVICES
(609) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court
237 Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL
(201) 622-6207
LEGAL SERVICES
(201) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
Court House
1 North Broad St., P.O. Box 129
Woodbury, NJ 08096
LAWYER REFERRAL
(609) 848-4589
LEGAL SERVICES
(609) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brewster Court House - 1st Floor
583 Newark Ave.
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 798-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822
LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad St., P.O. Box 8068
Trenton, NJ 08639
LAWYER REFERRAL
(609) 585-6205
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Square, P.O. Box 2633
New Brunswick, NJ 08903-2633
LAWYER REFERRAL
(908) 828-0053
LEGAL SERVICES
(908) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
71 Monument Park
P.O. Box 1262
Court House, West Wing
Freehold, NJ 07728-1262
LAWYER REFERRAL
(908) 431-5544
LEGAL SERVICES
(908) 866-0020

MORRIS COUNTY:

Deputy Clerk of the Superior Court
Civil Division-Hall of Records
P.O. Box 910
Morristown, NJ 07930-0910
LAWYER REFERRAL
(201) 267-5882
LEGAL SERVICES
(201) 285-0911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL
(908) 240-3666
LEGAL SERVICES
(908) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07655
LAWYER REFERRAL
(201) 278-9223
LEGAL SERVICES
(201) 345-7171

SALEM COUNTY:

Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL
(609) 678-4363
LEGAL SERVICES
(609) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL
(2010) 267-5882
LEGAL SERVICES
(201) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Floor, Court House
2 Broad Street
Elizabeth, NJ 07207-4073
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07923-1500
LAWYER REFERRAL
(201) 267-5888
LEGAL SERVICES
(908) 475-2016

LAW OFFICES
CHARLES A. GRUEN
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Suite 200
Hackensack, New Jersey 07601
(201)242-1212
Attorneys for Plaintiff

RECEIVED and FILED
Office of the Superior Court Clerk
Office of the Superior Court Deputy Clerk of the Superior Court
by Deputy Clerk of the Superior Court

FEB 10 1998 . FEB 10 1998

ESSEX

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TOKAI FINANCIAL SERVICES, INC.,

Plaintiff,

vs.

ASPIRA, INC. OF NEW JERSEY,

Defendant.

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY - LAW DIVISION

Docket No.:

L-1664-98

CIVIL ACTION

COMPLAINT

Plaintiff, TOKAI FINANCIAL SERVICES, INC., with its principal place of business located at 1055 Westlakes Drive in the Municipality of Berwyn, County of Chester and Commonwealth of Pennsylvania, by way of Complaint against the Defendants, says:

FIRST COUNT

1. At all times set forth herein, Plaintiff, TOKAI FINANCIAL SERVICES, INC., was duly qualified and licensed to do business in the State of New Jersey and was engaged in the business of financing and leasing various types of equipment.
2. On or about February 8, 1996, Plaintiff, TOKAI FINANCIAL SERVICES, INC., entered into and executed Lease Agreement No. 24177737 with Defendant, ASPIRA, INC. OF NEW JERSEY. A true copy of said Lease Agreement is attached hereto and made a part hereof as Exhibit "A".

3. Pursuant to the terms of the aforesaid Lease Agreement, Defendant agreed to lease the equipment more fully described in Exhibit "A", and further agreed to pay monthly rental of \$2,836.00 for a term of sixty (60) months.

4. Defendant has failed and continues to fail to make payments and has otherwise failed to perform its obligations pursuant to the Lease Agreement and is indebted to the Plaintiff in the principal sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS AND 17/100 (\$112,598.17), which sum includes the unpaid rental balance and fair market value of the equipment which forms the subject matter of the Lease.

5. Pursuant to the terms of the Lease Agreement, Plaintiff is entitled to late charges and finance charges. Late charges have accrued in the sum of ONE HUNDRED FORTY-ONE DOLLARS AND 80/100 (\$141.80). Finance charges have accrued in the sum of FORTY-TWO DOLLARS AND 54/100 (\$42.54).

6. As a result of the actions and/or inactions of the Defendant and pursuant to the terms of the Lease Agreement, Plaintiff is entitled to reasonable attorneys' fees in the sum of twenty percent (20%) of the outstanding rental balance, which is TWENTY-TWO THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND 63/100 (\$22,519.63).

7. Defendant is entitled to a credit in the amount of FIVE THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS AND 00/100 (\$5,672.00), representing the security deposit which was paid at the inception of the Lease Agreement.

8. Defendant is entitled to a credit in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$3,500.00), representing the net sum recovered by Plaintiff upon sale of the equipment which forms the subject matter of the Lease Agreement, after all expenses of the sale have been deducted from the sales price.

9. Based upon the foregoing, giving the Defendants credit for all payments made, the Defendants are indebted to Plaintiff in the sum of ONE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED THIRTY DOLLARS AND 14/100 (\$126,130.14).

WHEREFORE, Plaintiff, TOKAI FINANCIAL SERVICES, INC., demands judgment on the FIRST CAUSE OF ACTION against Defendant, ASPIRA, INC. OF NEW JERSEY, for damages, late charges, finance charges, reasonable attorneys' fees, interest from the date of default, costs of suit and for such other relief as the Court may deem appropriate.

SECOND COUNT

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST COUNT as if same were set forth at length herein.

2. Defendant is indebted to Plaintiff on a certain book account.

3. Plaintiff is further entitled to late charges, finance charges and reasonable attorneys' fees.

4. Payment has been demanded from Defendant by Plaintiff, but payment has not been made.

WHEREFORE, Plaintiff, TOKAI FINANCIAL SERVICES, INC., demands judgment on the SECOND COUNT against Defendant, ASPIRA, INC. OF NEW JERSEY, for damages, late charges, finance charges, reasonable attorneys' fees, interest from the date of default, costs of suit and for such other relief as the Court may deem appropriate.

THIRD COUNT

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST and SECOND COUNTS as if same were set forth at length herein.

2. Plaintiff sues the Defendant for equipment leased to the Defendant upon the promise of the Defendant to pay therefor.

3. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff, TOKAI FINANCIAL SERVICES, INC., demands judgment on the THIRD COUNT against Defendant, ASPIRA, INC. OF NEW JERSEY, for damages, late charges, finance charges, reasonable attorneys' fees, interest from the date of default, costs of suit and for such other relief as the Court may deem appropriate.

FOURTH COUNT

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST, SECOND and THIRD COUNTS as if same were set forth at length herein.

2. By accepting the benefits of the financing supplied by the Plaintiff without remitting payment therefor, the Defendant has been unjustly enriched at the expense of the Plaintiff.

WHEREFORE, Plaintiff, TOKAI FINANCIAL SERVICES, INC., demands judgment on the FOURTH COUNT against Defendant, ASPIRA, INC. OF NEW JERSEY, for damages, late charges, finance charges, reasonable attorneys' fees, interest from the date of default, costs of suit and for such other relief as the Court may deem appropriate.

LAW OFFICES OF CHARLES A. GRUEN
Attorneys for Plaintiff

By: /s/ CHARLES A. GRUEN
CHARLES A. GRUEN

Dated: February 2, 1998

CERTIFICATION

Pursuant to R.4:5-1, I hereby certify that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding. I further certify that no such action or proceeding is contemplated. Counsel is aware of no other party who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

LAW OFFICES OF CHARLES A. GRUEN
Attorneys for Plaintiff :

By: CHARLES A. GRUEN
CHARLES A. GRUEN

Dated: February 2, 1998

LESSOR INFORMATION

 Legal Name **ASPIZA, Inc. of New Jersey**

 Billing Address **590 Broad St**

 City **Newark**

Fed. Tax I.D.

 County **Essex**

 Phone **(201) 484-7554**

 State **NJ**

 Zip **07104**

 Send Invoice to Attention of **ROBERTO DEL RIO**

DBA Name (If Any)

INFORMATION SCHEDULE MUST BE COMPLETED IF UNIT LOCATION IS NOT SAME

CONSOLIDATED BILLING SCHEDULE (FOR UNITS WITH UNCONSOLIDATED MONTHLY MINIMUM ONLY)

Make/Model/Accessories

Serial #

 1 **RICOH 6645 DF60, ST 25**
A3355480327

 2 **(3) 37001**

3

4

5

6

7

8

 Base
Monthly
Payment

 Additional
Copy
Term

 Term
Copy
Allowance

 Cost-Per-Copy over Term
Copy Allowance or at end
of Additional Copy Term

Meter Reading Frequency

☐ Monthly
Quarterly

☐ Semi Annually
Annually

 ALL UNITS LISTED ABOVE ARE
CONSOLIDATED UNDER THIS PLAN

BILLING PREFERENCE:

Consolidated units with individual meter option above on one invoice

Consolidated units separately from individual meter option above

FOR ADDITIONAL UNITS ATTACH SCHEDULE A

TERM, PAYMENT, INFORMATION (PAYMENT ENCLOSED TO INCLUDE SALES AND/OR USE TAX)

Term in Months

First Lease Payment

Security Deposit

Other

Sales and/or Use Tax

Total Payment Enclosed

60 **2,836.00** **2,836.00** **0** **0** **0** **0** **5,672.00**
SALES TAX OPTIONS
☐ Each payment is subject to sales tax of _____ % or amount; if percentages that may be in effect by location.

☒ Exempt - Exemption Certificate attached.

LESSOR SIGNATURES

YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHMENTS TO SAME (ALL OF WHICH ARE INCLOSED BY REFERENCE) AND BECOME PART OF THIS AGREEMENT. YOU HEREBY AGREE TO HAVE YOUR NAME AND SIGNATURE, THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELLABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.

 Signature **Roberto Del Rio**
Print Name **ROBERTO DEL RIO**

 Title **EXECUTIVE DIRECTOR**

Date

 For **ASPIZA, Inc. of New Jersey**

Legal Name of Corporation or Partnership

GUARANTEE

TO INDUCE LESSOR TO ENTER INTO THE WITHIN LEASE AGREEMENT (HEREINAFTER THE UNDERGOING UNCONDITIONALLY GUARANTEES TO LESSOR THE PROMPT PAYMENT AND FULFILLMENT OF ALL OF LESSOR'S OBLIGATIONS TO LESSOR UNDER THE AGREEMENT. LESSOR SHALL NOT BE REQUIRED TO PROCEED AGAINST LESSEE OR THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERGOING. THE UNDERGOING WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMANDS OF ANY KIND TO WHICH THE UNDERGOING MAY BE ENTITLED. THE UNDERGOING CONSENTS TO ANY EXTENSIONS OR MODIFICATIONS GRANTED TO LESSEE AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF LESSOR OR ANY OTHER OBLIGATIONS AND GUARANTIES WITHOUT IN ANY WAY RELINQUISHING THE UNDERGOING'S RIGHTS OR INTERESTS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERGOING, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND AGENTS OF THE UNDERGOING AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY AGGRIEVED OR SUCCESSOR OF LESSOR.

Signature _____	Date _____	Signature _____	Date _____
Print Name _____	Print Name _____	Print Name _____	Print Name _____
Home Address _____	Home Address _____	Home Address _____	Home Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____	City _____ State _____ Zip _____	City _____ State _____ Zip _____
Soc. Sec. No. _____ Phone _____	Soc. Sec. No. _____ Phone _____	Soc. Sec. No. _____ Phone _____	Soc. Sec. No. _____ Phone _____

DELIVERY AND ACCEPTANCE

YOU HEREBY ACKNOWLEDGE THAT THE EQUIPMENT SET FORTH ABOVE HAS BEEN RECEIVED, HAS BEEN PUT IN USE, IS IN GOOD WORKING ORDER AND IS SATISFACTORY AND ACCEPTABLE.

 INITIAL METER READING **000000** UNIT #2 _____ UNIT #3 _____ UNIT #4 _____
 For **ASPIZA, Inc. of New Jersey** Print Name **Roberto Del Rio** Date _____
 Legal Name of Corporation or Partnership

